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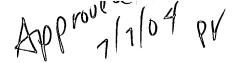
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Application Number		Applicant(s) ROUFFIGNAC ET AL.
TERMINAL DISCLAIMER	⊠ APPROVED	☐ DISAPPROVED
Document Code - DISQ	This patent is subject	
INTERNAL DOCUMENT – DO NOT MAIL	to a Terminal Disclaimer	

U.S. Patent and Trademark Office



#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Application No.:

09/841,302

Confirmation No.:

4731

Filing Date:

April 24, 2001

Inventors:

de Rouffignac et al.

Title:

JUN 2 1 2004

IN SITU THERMAL

PROCESSING OF A

HYDROCARBON CONTAINING FOR

CONTAINING FORMATION USING HEAT SOURCES

POSITIONED WITHIN OPEN

**WELLBORES** 

Examiner:

J. J. Kreck

Art Unit:

3673

Atty. Dkt. No.:

5659-08200/EBM

CERTIFICATE OF MAILING

DATE OF DEPOSIT:

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail on the date indicated above and is addressed to:

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Jackie L.

## TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION OVER PATENT APPLICATIONS AND PATENTS

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

- 1. Applicant is the owner of all rights in the captioned patent application. Applicant certifies that it is the assignee of the entire right, title and interest in the captioned patent application by virtue of an assignment from the inventors of the captioned patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0852.
- 2. Applicant is the owner of all rights in U.S. Patent No. 6,732,794. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,732,794 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0726.

06/24/2004 HVUDN61 00000020 191800 09841302 01 FC:1814 110.00 DA

- 3. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,732,794 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.
- 4. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,195. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,195 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012244, Frame 0209.
- Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,195 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.
- 6. Applicant is the owner of all rights in U.S. Patent No. 6,591,907. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,591,907 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0196.
- 7. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,591,907 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.
- 8. Applicant is the owner of all rights in U.S. Patent No. 6,729,395. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,729,395 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012609, Frame 0412.

- 9. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,729,395 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.
- 10. Applicant is the owner of all rights in U.S. Patent No. 6,702,016. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,702,016 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012976, Frame 0935.
- Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,702,016 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.
- 12. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,439 Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,439 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012656, Frame 0444.
- 13. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,439 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.
- 14. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,300. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No.

09/841,300 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012996, Frame 0372.

- 15. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,300 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.
- Applicant is the owner of all rights in U.S. Patent Application No. 09/841,490 Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,490 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012237, Frame 0271.
- 17. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,490 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.
- 18. Applicant is the owner of all rights in U.S. Patent No. 6,581,684. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,581,684 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012229, Frame 0300.
- 19. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,581,684 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.

- 20. Applicant is the owner of all rights in U.S. Patent No. 6,729,397. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,729,397 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012608, Frame 0546.
- 21. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,729,397 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.
- 22. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Nos. 09/841,195; 09/841,439; 09/841,300; or 09/841,490.
- 23. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application Nos. 09/841,195; 09/841,439; 09/841,300; or 09/841,490, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/841,195; 09/841,439; 09/841,300; or 09/841,490 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.
- 24. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35

U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of U.S. Patent Nos. 6,732,794; 6,591,907; 6,729,395; 6,702,016; 6,581,684; or 6,729,397.

25. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent Nos. 6,732,794; 6,591,907; 6,729,395; 6,702,016; 6,581,684; or 6,729,397, as presently shortened by any terminal disclaimer, in the event that U.S. Patent Nos. 6,732,794; 6,591,907; 6,729,395; 6,702,016; 6,581,684; or 6,729,397 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

26.	A fee authorization	for the required fee is attached
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Eric B. Meyertons &

Reg. No. 34,876

Attorney for Applicant

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Austin, TX 78767-0398

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Date:



#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/841,302	§	Examiner: J. J. Kreck	
Confirmation No.: 4731	8	Art Unit: 3673	
Filing Date: April 24, 2001	8	Atty. Dkt. No.: 5659-08200/EBM	[
Inventors: de Rouffignac et al.	\$ §	CERTIFICATE OF MAILING	
Title: IN SITU THERMAL	§	UNDER 37 C.F.R. §1.8	
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HYDROCARBON	§	I hereby certify that this correspondence is being deposited v	with
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	3 §	Jackie L. Piur	
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#### **FEE AUTHORIZATION**

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

The Commissioner is hereby authorized to charge the following fees to Shell Oil Co. Deposit Account Number 19-1800/TH2007:

1. Terminal Disclaimer Fee

\$110.00

**TOTAL AMOUNT:** 

\$110.00

The Commissioner is also authorized to charge any extension fee or other fees that may be necessary to the same account number.

Respectfully submitted,

Eric B. Meyertons Reg. No. 34,876

MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C.

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Date: 6 14 104